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*Admission to the Professions of  
Law and Medicine<sup>1</sup>*

**T**HE contrast between medical and legal education in this country is very sharp. During the last thirty years the medical profession has succeeded in eliminating almost all of the low grade medical schools, while during the same period the number of commercial law schools having low standards of admission and giving inferior legal training has greatly increased. Today, 95 per cent of the medical schools of the country are approved by the American Medical Association, while less than half of the law schools have the same recognition from the American Bar Association. One reason for this is that there is a universal recognition that a doctor should have the best medical training available. On the other hand, it is a widely held belief that a lawyer may get a suitable education in any kind of a law school, in a law office, or may even train himself. In addition, the medical profession, with more solidarity than the lawyers, and with more funds at the disposal of their national organization, has been more successful than has the legal profes-

sion in their campaign to increase the standards for the granting of a professional license.

Partly as a result of this, the number of members admitted annually to the medical profession is at the present time more nearly in line with actual need than is the case with the law.

Only now for the first time is our bar being fully informed of the facts concerning the number of lawyers who are yearly admitted to practice. Through the National Conference of Bar Examiners, accurate statistics are being collected showing in each state the numbers examined and admitted. On the last page of this article admissions in 1932 are presented. These show that out of 19,470 separate examinations which were taken for admission to the bar, 8,774 or 45 per cent of the total number, received a passing mark. Admissions on diploma during the year in thirteen states amounted to approximately 566, making a total of 9,340 new lawyers.

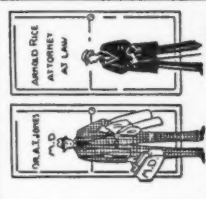
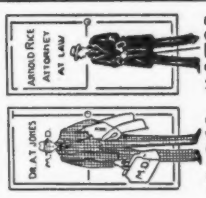
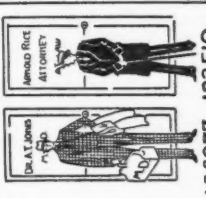
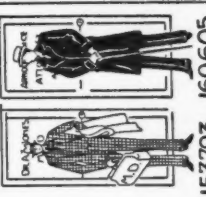
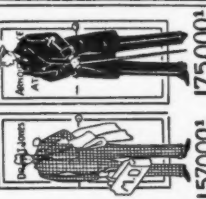
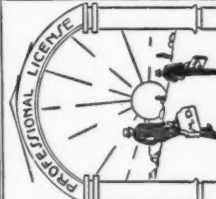
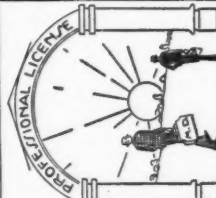
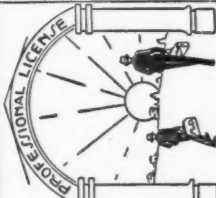
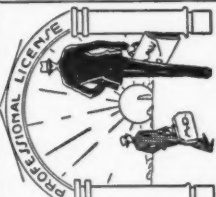
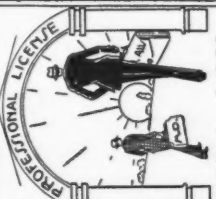
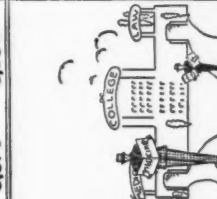
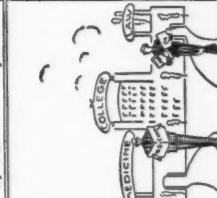
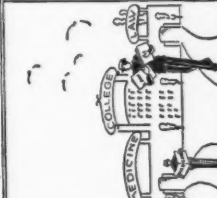

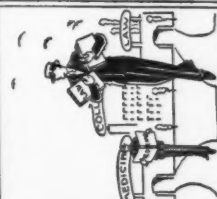
Three per cent has been shown to be a rather liberal figure to cover the annual deaths and withdrawals from the profession. With the census figures for January 1, 1930, showing

<sup>1</sup> Notes on Legal Education, July 1933, published by the Section of Legal Education and Admissions to the Bar of the American Bar Association.

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	1900	1910	1920	1930	1933
<b>DOCTORS and LAWYERS</b>	 132,002  146,064  144,977  153,793  157,000 <sup>1</sup> 175,000 <sup>1</sup>	 5,676 <sup>2</sup>  5,713  4,059  5,497  5,559 <sup>1</sup> 9,340	 25,171  21,526  13,798  21,597  22,135 <sup>3</sup> 38,500 <sup>4</sup>		
<b>NEW ADMISSIONS/ PER YEAR</b>					
<b>LAW SCHOOL and MEDICAL SCHOOL ATTENDANCE</b>					

about 160,000 lawyers, we may be sure that we now have at least 175,000, and that our net gain is still running between 4,000 and 5,000 a year, in spite of the fact that law school attendance has dropped about 19 per cent since the peak year of 1928.

Despite the wide increase in the facilities for general education during the last thirty years, the number of new applicants admitted to the medical profession annually during this period has not increased. This has been brought about by a rigid control of medical education and by the adoption of high standards of admission to the profession, rather than by any arbitrary limitation of numbers. The 5,559 physicians admitted in 1932 (7,062 including those physicians registered in various states on certificates of reciprocity from other states) is about the same as the number registered in the year 1904. Though no accurate figures are available, it is a safe estimate that the 9,340 lawyers admitted in 1932 are at least two and a half times the number who were admitted in 1904. How, then, have the physicians limited admissions to their profession?

There have been many different factors in the medical situation which caused this result, and only the most important of them can be enumerated. In the first place, qualifications for admission are, and for a long time have been, much higher for the

medical than for the legal profession. At the present time 39 states and the District of Columbia require two years of college work before the beginning of medical study. This contrasts with 19 states requiring two years of college education or its equivalent for candidates for the bar, in only 14 of which the requirement is preliminary to law study. Again, in 38 states, in order to take the examination for a doctor's license, the candidates must be graduates of a school approved by the American Medical Association. Hawaii is the only jurisdiction which has the parallel requirement of graduation from a law school approved by the American Bar Association, although West Virginia approaches it.

During the period from 1904 to date, the number of medical schools has decreased from 160 to 80, while from 1900 to 1933 degree-conferring law schools have increased from 102 to 185. The reduction in the number of medical schools resulted from an active campaign by the American Medical Association, and a thorough and fearless survey of medical education by Dr. Abraham Flexner for the Carnegie Foundation, which caused a sharp attack on the incompetent schools, and their subsequent elimination. Out of 80 medical schools in the United States, 76 are approved by the American Medical Association. Contrast this with our 82 approved law schools out of a total of 185!

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One of the main difficulties in the lawyers' program has been their reliance upon the bar examinations to keep out the unfit. The examinations, particularly in the last decade, have become more thorough and more severe. The 45 per cent passing in the year 1932 is nine per cent less than the percentage passing in 1928, since which time there has been a progressively increasing ratio of failures. But the fact remains, as investigations by the various state boards of law examiners have shown, that repeated trials by unsuccessful candidates have resulted in nine out of every ten candidates finally being admitted to the bar. Those applicants who took the bar examinations in the years 1922, 1923, and 1924, (in Ohio figures are for 1926, 1927 and 1928) have been traced down to January, 1932, in six states, and the results reported as follows:

State	Candidates Examined 1922, 1923, 1924	Number of These Finally Admitted	Percentage Finally Admitted
California ..	1,383	1,145	83%
Colorado ...	248	222	89%
Illinois .....	1,496	1,286	86%
New York ..	3,700	3,535	96%
Ohio * .....	2,069	1,956	95%
Pennsylvania	822	762	93%
Total ....	9,718	8,906	92%

\* Candidates taking examinations in 1927, 1928, June 1926, and January, 1929.

When it is considered that some of this group of states have the most advanced bar examination technique in the whole country, it must be real-

ized that dependence on bar examinations to keep out unqualified applicants is a false hope.

The medical profession reached a similar conclusion long ago, and put their reliance on requiring graduation from the best type of medical school rather than upon the state examinations for a physician's license. As a result of the work of the Council on Medical Education and Hospitals of the American Medical Association, and the Federation of State Medical Boards, only six states last year licensed any substantial number of candidates who were not graduates of approved medical schools. The examinations themselves are not particularly difficult for the candidates who are prepared at recognized medical schools. During the last five years the largest percentage of candidates who have failed the examinations in any one year is found in 1932, and is only 7.7 per cent of the total applicants in that year. The smallest percentage in this five-year period was in 1930, when 5.7 per cent of the total failed. This, however, does not indicate that the examinations are easy, as is witnessed by the fact that in 1932, 47 per cent of the candidates from foreign medical colleges failed, and 44 per cent of the graduates of unapproved colleges and of the undergraduates. Thus it will be seen that the underlying philosophies which have been adopted in the medical and in the legal professions con-

cerning admissions to practice are fundamentally different.

In 1932 there were 12,280 applicants for admission to the medical schools of the country. Of this number only 6,335 applicants were accepted and actually matriculated, because of the limited facilities of the existing schools. If we can assume that the selection was intelligently made, the best 50 per cent of those applicants starting to study medicine were received, and the half which was inferior was rejected. The decision was made at the beginning of the period of study rather than after it was completed, as in the case of the legal profession. About 75 per cent of these 6,300 first year medical students will graduate,<sup>2</sup> and probably not more than one or two per cent of those graduates eventually will fail of admission to the profession. Only a small percentage of the graduates of law schools approved by the American Bar Association will fail of admission to the legal profession, but there is the very essential difference that in most cases there has been no selection of candidates at the beginning of their law school career. Furthermore a large majority of the candidates from inferior schools will also eventually be admitted to the bar.

<sup>2</sup> Dr. Fred C. Zapffe, Secretary of the Association of American Medical Colleges, in 8 Journal of Association of American Medical Colleges, 65.

The present law school attendance of 38,000 contrasts with 22,000 students in the medical schools, and current admission figures would seem to indicate that any hopes we may have for a considerable diminution of the number of prospective lawyers have little foundation in fact. Already a tendency has appeared toward arbitrary limitation of the number of lawyers. Three counties in Pennsylvania now have a quota system and will admit only a certain number of lawyers per year. The recommendation of a special committee of the Pennsylvania Bar Association to approve the principle of arbitrary limitation was rejected by the last annual meeting only after serious debate. It has been discussed in other jurisdictions. Generally the feeling in this country is that the adoption of a quota is unnecessary and would result in vociferous protest from the public. If our lawyers act intelligently they will forestall it by adopting those methods which have been so successful in the medical profession. First, they will require the two year college standard before the beginning of law study, and second, they will, through their Boards of Bar Examiners, require graduation from law schools which competent agencies declare give an adequate legal education. On the following page a table appears showing admissions by state in 1932 by percentage.

State  
Alabama  
Arizona  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
District of Columbia  
Florida  
Georgia  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
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New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming

## Table of Admission to the Bar in 1932

State	Taking Examination	Total Passing	Per cent Passing	On Motion and by Diploma	Total Admis- sions
Alabama	71	36	51%	50	86
Arizona	116	43	37%	0	43
Arkansas*	..	83	..	19	102
California	1,226	497	41%	76	573
Colorado	93	44	47%	12	56
Connecticut	169	62	37%	5	67
Delaware	14	9	64%	0	9
District of Columbia	981	451	46%	62	513
Florida	153	60	39%	75*	135
Georgia	214	116	54%	69*	185
Idaho	17	15	88%	1	16
Illinois	1,308	682	52%	57	739
Indiana	201	79	39%	10	89
Iowa	188	165	88%	18	183
Kansas	93	78	84%	5	83
Kentucky	215	93	43%	7	100
Louisiana	123	63	51%	0	63
Maine	52	39	75%	..	39
Maryland	385	110	29%	29	139
Massachusetts	1,390	350	25%	10	360
Michigan	301	253	84%	19	272
Minnesota	239	131	55%	9	140
Mississippi	73	36	49%	23*	59
Missouri	688	170	25%	14	184
Montana	11	2	18%	17	19
Nebraska	55	37	67%	70	107
Nevada	15	5	33%	4	9
New Hampshire	31	13	42%	2	15
New Jersey	719	318	44%	0	318
New Mexico	31	16	52%	6	22
New York**	6,101	2,438	40%	51	2,489
North Carolina	213	165	77%	5	170
North Dakota	29	29	100%	1	30
Ohio	869	626	72%	21	647
Oklahoma	177	127	72%	6	133
Oregon	97	70	72%	7	77
Pennsylvania	819	448	55%	3	451
Rhode Island	74	28	38%	0	28
South Carolina	32	24	75%	33	57
South Dakota	13	9	69%	20	29
Tennessee	371	175	47%	13	188
Texas	774	230	30%	175*	405
Utah	30	8	27%	19	27
Vermont	22	17	77%	3	20
Virginia	346	156	45%	20	176
Washington	125	87	70%	6	93
West Virginia	40	25	63%	42	67
Wisconsin	159	51	32%	103	154
Wyoming	7	5	71%	3	8
Total	19,470	8,774	45%	1,200	9,974

\* Estimated.—\*\* Number passing bar examinations during 1932. Will not be admitted until completion of six months' clerkship.

## English "Gold Coin Clause" Case Reversed

WE have received information by cable that the famous judgment of the English Court of Appeal, in *Re Societe Intercommunale Belge D'Electricite*, 149 L. T. N. S. 108, 86 A.L.R. 1158, holding that a corporate bond, governed by the law of England, stating that it is an obligation for £100 and that the obligor will pay to the bearer the sum of £100 in sterling in gold coin of the United Kingdom of, or equal to, the standard of weight and fineness existing on September 1, 1928, with interest, payable semiannually, at the rate of 5½ per cent in sterling in gold coin of similar weight and fineness, is a contract primarily to pay a sum

of money, and not to deliver gold coins or to pay an unascertained amount, and may be discharged by tender of the amounts due in whatever is legal tender at the time the payments are due, has been reversed by the House of Lords.

The judgments of the House of Lords are, of course, of great importance in connection with the subject dealt with in the annotation in 84 A.L.R. 1499, "Contracts for payment of gold or silver or in gold or silver coin ('gold coin' clauses)." They will be published in full in A.L.R. as soon as a complete report is available.

### The Lawyer's Debt to His Profession

I hold every man a debtor to his profession, from the which, as men of course do seek to receive countenance and profit, so ought they of duty to endeavor themselves, by way of amends, to be a help and ornament thereunto. This is performed, in some degree, by the honest and liberal practice of a profession, when men shall carry a respect not to descend into any course that is corrupt and unworthy thereof, and preserves them free from the abuses wherewith the same profession is noted to be infected. But much more is this performed, if a man be able to visit and strengthen the roots and foundation of the science itself; thereby not only gracing it in reputation and dignity, but also amplifying it in profession and substance.

—Lord Bacon.



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**Accomplice** — *corroboration of testimony.* In *People v. Reddy*, 261 N. Y. 479, 87 A.L.R. 763, 185 N. E. 705, it was held that evidence of flight, concealment, or analogous conduct of one charged with crime must, to the extent that it is evidence of guilt, be taken into account as corroborative of an alleged accomplice's incriminating testimony.

Annotation: Corroboration of accomplice by evidence of defendant's actual or contemplated flight, or concealment of himself. 87 A.L.R. 767.

**Alimony** — *effect of wife's failure to comply with decree on.* In *Williams v. Williams*, — Miss. —, 88 A.L.R. 197, 148 So. 358, it was held that a divorced wife who refused to permit child to visit its father as provided by decree held not entitled to aid of court in collecting alimony until compliance with decree, or offer to do so in good faith.

Annotation: Divorced wife's failure to comply with order or decree as affecting her right to enforce provision for alimony. 88 A.L.R. 199.

**Associations** — *action against.* In *Clark v. Grand Lodge of Brotherhood of Railroad Trainmen*, 328 Mo. 1084,

88 A.L.R. 150, 43 S. W. (2d) 404, it was held that an unincorporated association having statutory authority to contract in its association name for the payment of benefits to its members or their families has legal capacity to be sued in such name on such contracts.

Annotation: Unincorporated association issuing insurance contract as subject to suit as entity in the name in which it contracts. 88 A.L.R. 164.

**Attorneys** — *approval of law schools.* In *Rosenthal v. State Bar Examining Committee*, 116 Conn. 409, 87 A.L.R. 991, 165 Atl. 211, it was held that the power to determine what law schools shall be approved as furnishing a sufficient educational basis for admitting a candidate to a bar examination may be vested in the bar examining committee.

Annotation: Power of bar examiners as to approval or disapproval of law school. 87 A.L.R. 996.

**Attorneys** — *liability to one other than client.* In *Holland v. McGill*, — Fla. —, 87 A.L.R. 171, 145 So. 210, it was held that an order of restitution may not be entered against an attorney for money obtained by him

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Annotation: Personal liability of attorney to one other than his client for damages resulting from erroneous judicial action. 87 A.L.R. 174.

**Automobile manufacturer — liability to injury to purchaser.** In *Baxter v. Ford Motor Co.* 168 Wash. 456, 88 A.L.R. 521, 12 Pac. (2d) 409, it was held that an automobile manufacturer may, notwithstanding there was no privity of contract between them, be liable to a purchaser of a car from a dealer for injuries to such purchaser by flying glass when a pebble thrown by a passing car struck the wind shield, where the manufacturer in its advertising represented that the glass in the wind shield was so made that it would not fly or shatter under the hardest impact.

Annotation: Liability of manufacturer or packer of defective article for injury to person or property of ultimate consumer who purchased from a middleman. 88 A.L.R. 527.

**Bankruptcy — preference in using funds of surety.** In *First Nat. Bank of Danville v. Phalen*, 62 F. (2d) 21, 88 A.L.R. 75, it was held that a payment made on a note with money furnished by a surety thereon, for the amount of which the maker gave a note secured by chattel mortgage to the surety, is not a preference to the holder which may be recovered from such holder by the maker's trustee in bankruptcy.

Annotation: Payment of obligation within four months of principal debtor's bankruptcy out of funds provided by surety or indorser as a voidable preference. 88 A.L.R. 78.

**Bankruptcy — retroactive statute as to claims against.** In *Re Inland Dredging Corp.* 61 F. (2d) 765, 88 A.L.R. 254, it was held that the application to claims of creditors in existence at the time of its enactment, of a statute giving certain claims priority in bankruptcy or insolvency proceedings, involves no unconstitutional impairment of contract rights.

Annotation: Retroactive effect of statute relating to preferences of claims in case of bankruptcy or insolvency. 88 A.L.R. 257.

**Blue Sky Law — hearing on withdrawal of securities.** In *Cities Service Co. v. Koenike*, — Kan. —, 87 A.L.R. 16, 20 Pac. (2d) 460, it was held that in an action (No. 30,444) to enjoin the bank commissioner from enforcing an order withdrawing his approval of plaintiff's securities listed on the leading stock exchanges, thereby preventing their lawful sale in this state, which order was made pursuant to a proviso in subdivision (5) of Rev. Stat. Supp. 1931, § 17-1224, commonly known as the Blue Sky Law, which subsection prescribes no standard to guide his official action, and which contains no provision for notice and a hearing to the seller of such securities on complaint of any business delinquency or other shortcoming on his part, it is held that so much of the proviso as assumes to clothe the bank commissioner with such arbitrary power is unconstitutional and violates the due process clause of the Fourteenth Amendment and the guaranty of due course of law in the Bill of Rights of the state Constitution (§ 18)—following *Yick Wo v.*

Hopkins, 118 U. S. 356, 30 L. ed. 220, 6 S. Ct. 1064, and Smith v. Hosford, 106 Kan. 363, 187 Pac. 685.

Annotation: Blue Sky Laws. 87 A.L.R. 42.

**Brokers** — *contract requiring broker to secure compensation from purchaser.* In *Kaercher v. Schee*, — Minn. —, 88 A.L.R. 294, 249 N. W. 180, it was held that where the owner authorizes brokers to sell real property at a net cash price to the owner, and requires the brokers to get their compensation for their services from the purchaser, the owner, in the absence of fraud, is not interested in the agreement between the brokers and the purchaser as to the compensation the purchaser agrees to give the broker. Such compensation may be in money or property. It may be an interest in the property, agreed to be given by the purchaser to the brokers after the sale by the owner to the purchaser is completed.

Annotation: Right of real estate broker employed under contract which calls for net price without deduction of broker's compensation, against owner who refuses to sell to purchaser produced by broker. 88 A.L.R. 299.

**Cemetery** — *as nuisance.* In *Rosehill Cemetery Co. v. Chicago*, 352 Ill. 11, 87 A.L.R. 742, 185 N. E. 170, it was held that a cemetery is not a nuisance per se.

Annotation: Cemetery or burial ground as nuisance. 87 A.L.R. 760.

**Conditional sales** — *consent to transfer.* In *Gibson Oil Co. v. Hayes Equipment Mfg. Co.* 163 Okla. 134, 88 A.L.R. 104, 21 Pac. (2d) 17, it was held that the vendor of personal property under a conditional sales contract does not lose his title under



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said contract by consenting to a transfer of the property by the vendee when he intends to retain such title and such intention is communicated to the transferee of the vendee.

Annotation: Right of purchaser from party to conditional sale as affected by actual or apparent authority in party to sell property. 88 A.L.R. 109.

**Courts — jurisdiction over chattels in state.** In *First Trust Co. of St. Paul v. Matheson*, 187 Minn. 468, 87 A.L.R. 478, 246 N. W. 1, it was held that the state has the same jurisdiction over chattels as over real property. So, as to chattels within the state, its courts have power to proceed in rem or quasi in rem.

Annotation: May presence within the state of bonds or other evidence of indebtedness or title sustain the jurisdiction to determine rights or obligations in them in a suit or proceeding quasi in rem and without personal jurisdiction over the parties affected. 87 A.L.R. 485.

**Disbarment proceedings — privilege in.** In *McCurdy v. Hughes*, — N. D. —, 87 A.L.R. 683, 248 N. W. 512, it was held that bringing to the attention of the supreme court, by verified complaint, that any member of the bar of the state is charged with conduct warranting his disbarment or suspension, under § 808, Supplement to the 1913 Compiled Laws, is a proceeding authorized by law and is absolutely privileged, and an instruction advising the jury that the making and filing of charges against the plaintiff in the supreme court is a privileged communication, unless the making and filing of such charges are with actual malice and without probable cause, is error.

Annotation: Libel and slander: privilege in respect of publications re-

lating to proceedings to disbar or otherwise discipline attorney. 87 A.L.R. 696.

**Evidence — judgment in civil case in criminal prosecution.** In *Green v. State*, — Ind. —, 87 A.L.R. 1251, 184 N. E. 183, it was held that the record of a civil proceeding for the appointment of a receiver for a bank on the ground that it was in a failing and insolvent condition is inadmissible in a criminal prosecution of an officer of the bank for receiving a deposit with knowledge of the bank's insolvency, a few days before the institution of the receivership proceeding, since a bank may be insolvent as far as the right to have a receiver appointed is concerned, and yet not insolvent so far as a criminal proceeding is concerned.

Annotation: Admissibility in criminal prosecution of adjudication or judgment in civil case or procedure. 87 A.L.R. 1258.

**Executors — commission on own debt to estate.** In *Clay v. Howard's Executor*, 247 Ky. 512, 88 A.L.R. 186, 57 S. W. (2d) 484, it was held that the amount which a personal representative who is also a debtor to his decedent takes from the estate as beneficiary, within the limits of what he owes the estate, is not a collection or disbursement within the meaning of a statute making the amounts collected and disbursed by a personal representative the basis upon which the compensation for his services is computed; but he is entitled to have the balance of his debt to the estate, which he has paid, taken into account in computing his commission.

Annotation: Right of executor, administrator, or testamentary trustee to commission in respect of his own debt to estate or trust. 88 A.L.R. 189.

**Farm machinery — restrictions on contract of sale of.** In *Advance-*

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*Rumely Thresher Co. v. Jackson*, 287 U. S. 283, 87 A.L.R. 285, 77 L. ed. 306, 53 S. Ct. 133, it was held that the liberty of contract protected by the due process clause of the Fourteenth Amendment is not unjustifiably restricted by a statute providing that any person purchasing for his own use any gas or oil burning tractor, gas or steam engine, harvesting or threshing machinery, shall have a reasonable time after delivery for inspection and test, and, if it does not prove to be reasonably fit for the purpose for which it was purchased, the purchaser may rescind the sale by giving notice within a reasonable time after delivery, and that any contract provision to the contrary shall be void as against public policy.

Annotation: Constitutionality, construction, and effect of statute relating specifically to rights, remedies, and obligations of parties to sale of farm machinery. 87 A.L.R. 290.

**Homicide — intent in death resulting from arson.** In *State v. Glover*, 330 Mo. 709, 87 A.L.R. 400, 50 S. W. (2d) 1049, it was held that if the death of a human being is a natural and proximate result of the commission of the crime of arson which the one committing it was reasonably bound to anticipate, intent to inflict bodily harm is not essential to his conviction under a statute making every homicide committed in perpetrating or attempting to perpetrate arson, murder in the first degree.

Annotation: Death resulting from arson as within contemplation of statute which makes homicide in perpetration of felony murder in first degree. 87 A.L.R. 414.

**Implied repeal — Webb-Kenyon Act.** In *McCormick & Co. v. Brown*, 286 U. S. 131, 87 A.L.R. 448, 76 L.

ed. 1017, 52 S. Ct. 522, it was held that neither the Eighteenth Amendment nor the National Prohibition Act had the effect of repealing the Webb-Kenyon Act (37 Stat. at L. 699, U. S. C. title 27, § 122), prohibiting the shipment or transportation in interstate or foreign commerce of intoxicating liquor if intended to be received, possessed, sold, or in any manner used in violation of the law of the state or territory into which it is sought to be transported.

Annotation: Webb-Kenyon Act as affected by Federal constitution amendments or legislation relating to intoxicating liquor. 87 A.L.R. 458.

**Income tax — earnings in other state.** In *Lawrence v. State Tax Commission*, 286 U. S. 276, 87 A.L.R. 374, 76 L. ed. 1102, 52 S. Ct. 556, it was held that state taxation of income earned outside the state by one domiciled within the state is not within the purview of the rule that tangibles located outside the state of the owner's domicile are not subject to taxation within it, and is not so arbitrary or unreasonable as to deprive the taxpayer of property without due process of law.

Annotation: State income tax on resident in respect of income earned outside the state. 87 A.L.R. 380.

**Initiative, etc. — Federal amendment.** In *State v. Sevier*, — Mo. —, 87 A.L.R. 1315, 62 S. W. (2d) 895, it was held that the act of a state in ratifying or rejecting a proposed amendment to the Federal Constitution is not a legislative act within the meaning of initiative and referendum provisions.

Annotation: Judicial decisions relating to adoption or repeal of amendments to Federal Constitution. 87 A.L.R. 1321.

**Insurance — interest of person paying premium in.** In *Nulsen v. Herndon*, 176 La. 1097, 88 A.L.R. 236, 147 So. 359, it was held that an insurance agent who has himself paid the first premiums on policies of life insurance, and has taken the notes of the insured therefor, is not entitled, by virtue of a statute excepting advance payments made on or against a life insurance policy from the exemption of proceeds of life insurance from liability for debts, to payment out of the proceeds of the policy in the hands of the beneficiary.

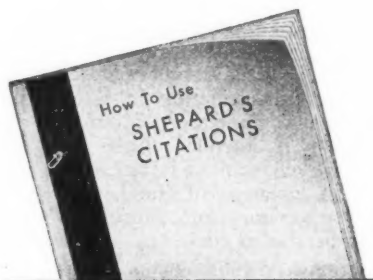
Annotation: Right of third person who voluntarily or upon request pays life insurance premiums or loans money to insured for such purpose as against beneficiary or proceeds of policy payable to beneficiary where there was no assignment. 88 A.L.R. 239.

**Judgment — unauthorized appearance by attorney.** In *Hirsch Bros. & Co. v. R. E. Kennington Co.* 155 Miss. 242, 88 A.L.R. 1, 124 So. 344, it was held that the joining of a party in a suit by an attorney who has no authority to represent the party so joined is a fraud in law without regard to the motive actuating the attorney in taking such action, and equity will relieve by an injunction, or by other appropriate remedy, against the judgment rendered against a party, where he was so joined in the suit by an attorney having no authority to so do.

Annotation: Attack on domestic judgment on ground of unauthorized appearance for defendant by attorney. 88 A.L.R. 12.

**Land contracts — tender of performance to assignee.** In *Pierce & Stevenson v. Jones*, — Fla. —, 88 A.L.R. 192, 147 So. 842, it was held that a vendor not a party to an assignment  
(Continued on page twenty)

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## Legal Oddities

The following clipping from Circuit Court proceedings, appeared in the Detroit Legal News of December 15th.

"William F. Reim vs. Bertha L. Reim. Order allowing plaintiff to have children at specified times; signed and filed."

Contributor: C. H. Marr,  
Wyandotte, Mich.

**Proper Identification.**—While taking testimony in the Chancery division of the Circuit Court, opposing counsel offered in evidence a certain abstract of title of the lands involved in the suit and asked the Register to place his signature thereon for identification. He then stated that it was offered for the purpose of having his chain of title all in one document for convenience. He then asked the Register to date his signature, showing the date he had signed the abstract for identification purposes.

The stenographer taking the testimony made this notation: "This is attested by the Register for identification. It is hereby offered purposely and is also dated."

Contributor: Claud D. Scruggs,  
Guntersville, Ala.

**Curious Statute.**—The English Parliament, in 1770 enacted an act providing "That all women, of whatever age, rank, profession, or degree, whether virgins, maids, or widows, that shall, from and after such act, impose upon, seduce, and betray

into matrimony any of his Majesty's subjects by the scents, paints, cosmetic washes, artificial teeth, false hair, Spanish wool, iron stays, hoops, high-heeled shoes, bolstered hips, shall incur the penalty of the law in force against witchcraft and like misdemeanors, and that the marriage upon conviction shall stand null and void." 52 Law Notes (Eng.) p. 355—Dec. 1933. It has not been determined whether this statute has been repealed.

**Dumb Case.**—Mumma v. Mumma, 23 O. S. 602.

**Insurance or Assurance.**—Fawcett v. Freshwater, 31 O. S. 637, a case of suretyship in which Fawcett insures Freshwater against the principal's default.

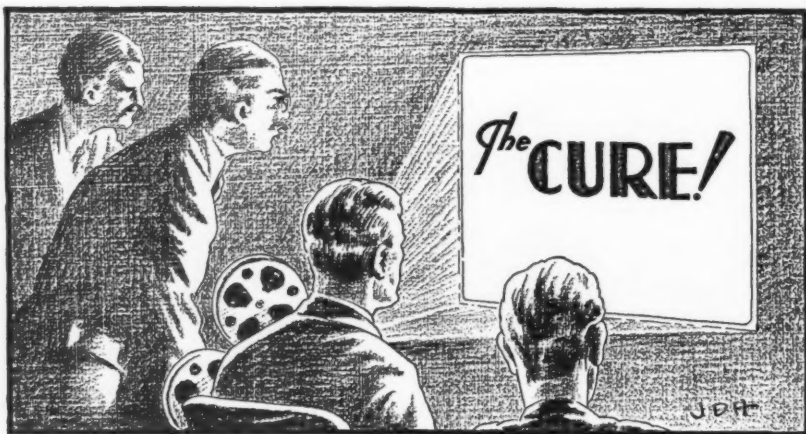
**Legal Terminology.**—In Rex v. Evans [1914] A. C. 510, 83 L. J. K. B. 715, 7 Brit. Rul. Cas. 332, the defendants were convicted under the English Vagrancy Act as "incorrigible rogues, having been previously convicted as rogues and vagabonds."

**Twin Souls.**—"When the Judge ruled that Bjones had to pay alimony, how did he feel about it?"

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## *Minnesota Mortgage Moratorium Case*

**I**N *Home Building & Loan Association v. Blaisdell*, — U. S. —, L. ed. Adv. 255, 88 A.L.R. —, decided Jan. 8, 1934, the Supreme Court of the United States in a decision, characterized in the dissenting opinion of Mr. Justice Sutherland as one of the most momentous decisions on constitutional law during the present generation, upheld by a five to four decision a state statute, providing for relief through authorized judicial proceedings with respect to foreclosure of mortgages and execution sales, under which an extension of the period of redemption for a limited time, not beyond May 1, 1935, conditioned upon the payment of an equitable amount during such period of extension towards taxes, interest, etc., as the court should find reasonable. The rationale of the opinion submitted by Chief Justice Hughes, with which Justices Brandeis, Stone, Roberts and Cardozo concurred, is that the prohibition against the impairment of obligation of contracts in the Federal Constitution is not an absolute one to be read with literal exactness like a mathematical formula, but is to be construed along with the reserved power of the state to safeguard the vital interests of its people.

The principle of the emergency rent cases was relied upon as precedent for the main premise of the decision that the police power of the state may be exercised without violating the true intent of the contract

clause of the Federal Constitution, although it directly prevents the exercise of contractual rights by operating as a temporary and conditional restraint imposed for the protection of a vital public interest.

The question of due process and equal protection of the laws was regarded as controlled by the position taken with respect to the contract clause.

Aside from the principle announced that the police power of the state will not be unduly hampered by the contract clause and the recognition that "while the emergency does not create power emergency may furnish the occasion for the exercise of power," the chief significance of this important decision lies in the attitude of the majority towards finding a ground for a rational compromise between individual rights and public welfare. In fact, the majority opinion when contrasted with the dissenting opinion offers almost a perfect illustration of the sociological theory of constitutional law as contrasted with the legalistic. The dissenting opinion of Justice Sutherland, concurred in by Justices Vandevanter, McReynolds and Butler, is based upon a strict historical interpretation of the contract clause.

Liberal construction such as followed in the prevailing opinion has provided the unique flexibility which has enabled the constitution to withstand changes in social concepts and economic conditions.

(Continued from page fifteen)

ment of a land contract is under no duty to tender performance to the assignee, but it is sufficient if performance is tendered to the original vendee.

Annotation: Necessity that tender required as condition of enforcement of right or remedy under contract for sale of real property be made to an assignee of the other party. 88 A.L.R. 196.

**Legislative committee — granting immunity to witness.** In *Re Doyle*, 257 N. Y. 244, 87 A.L.R. 418, 177 N. E. 489, it was held that the power to give immunity to witnesses, and to that extent to suspend the criminal laws of the state, is not a necessary incident of the power of the legislature to conduct an investigation.

Annotation: Power of legislature to grant or authorize committee to grant immunity from criminal prosecution to witnesses summoned before legislative committee. 87 A.L.R. 435.

**Libel — by will.** In *Citizens' & Southern National Bank v. Hendricks*, 176 Ga. 692, 87 A.L.R. 230, 168 S. E. 313, it was held that a libel for which damages may be recovered, as defined in the Civil Code, § 4428, must in the first instance be "expressed in print, or writing, or pictures, or signs;" and in the second instance "publication of the libelous matter is essential to recovery." Both requirements are mandatory, and they are equally essential. If the first be accomplished, and the perpetrator dies, the maxim "*actio personalis moritur cum persona*" will apply, with the result that what has been done is but naught. If a paper executed as a will expresses libelous matter, and the act of the executor in propounding the will is relied on to complete the offense and afford

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ground for recovery against the estate, such reliance must fail because the testator has died. If it be said that the act of the executor in propounding the will could be taken into account, the reply is that the executor was a creature or agency of the law to administer the estate, and was not representative of the person of the testator.

Annotation: Libel by will. 87 A.L.R. 234.

**Life tenants — contribution on payment of encumbrance.** In *Garrett v. Snowden*, — Ala. —, 87 A.L.R. 216, 145 So. 493, it was held that a life tenant paying off encumbrances or charges has the right to contribution by the remainderman.

Annotation: Right to contribution from remainderman, of life tenant who pays off encumbrance on property. 87 A.L.R. 220.

**Local self-government — statute regulating park board.** In *State v. Darling*, — Iowa, —, 88 A.L.R. 218, 246 N. W. 390, it was held that neither the right of municipal self-government, nor the fundamentals of the commission form of government, are encroached upon by a statute making it mandatory for cities of a prescribed population to establish a park board, where such board has nothing to do with the raising of revenue but is charged only with disbursement of the amount appropriated by the city as a park fund.

Annotation: Statutes relating to establishment or administration of parks, as encroachment on right of local self-government. 88 A.L.R. 228.

**Motor trucks — delegation of power to limit loads.** In *Ashland Transfer Co. v. State Tax Commission*, 247 Ky. 144, 87 A.L.R. 534, 56

S. W. (2d) 691, it was held that legislative power is not unconstitutionally delegated to the state highway commission and to the various county judges of the state by a statute empowering the highway commission with reference to state roads, and county judges with reference to county roads, to reduce the maximum limit of loads and speed established by it for motor trucks, whenever in the judgment of those agencies any road, bridge, or culvert shall, by reason of its design, deterioration, rain, or other climatic or natural causes, be liable to be damaged or destroyed by trucks of a greater weight or speed than that fixed by them.

Annotation: Constitutionality of legislative delegation of powers to prescribe or vary regulations concerning motor vehicles used on highways. 87 A.L.R. 546.

**National banks — state law as to interest.** In *First National Bank of Opp v. Weaver*, 225 Ala. 160, 88 A.L.R. 201, 142 So. 420, it was held that a national bank, being authorized by Federal statute to use, under certain conditions, in the conduct of its business, funds held by it as executor, may not be subjected to any liability for interest thereon arising out of state law.

Annotation: Liability for interest or profits on funds of estate deposited in bank or trust company which is itself executor, administrator, trustee, or guardian, or in which executor, etc., is interested. 88 A.L.R. 205.

**Newspapers — refusal of advertisements.** In *Shuck v. Carroll Daily Herald*, — Iowa, —, 87 A.L.R. 975, 247 N. W. 813, it was held that a daily newspaper, even though it is the only one published in the locality, has a right to refuse to publish any adver-



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tisement as it may see fit, even though the advertisement is a proper one.

Annotation: Right of publisher, newspaper, or magazine to refuse advertisement. 87 A.L.R. 979.

**Nonresidents — statutory liability for automobile accident.** In *Young v. Masci*, 289 U. S. 253, 88 A.L.R. 170, 77 L. ed. 1158, 53 S. Ct. 599, it was held that a state statute imposing liability on the owner of an automobile operated on the highways of the state, for the negligence of one driving it with his permission, does not, as applied to a nonresident owner who loaned his automobile in another state by the law of which he was immune from liability for the borrower's negligence, and who was not within the state at the time of the accident, deprive him of his liberty to contract and of his property without due process of law.

Annotation: Validity, construction, and effect of statutes which make owner responsible or create a lien for injury or damage inflicted by another operating an automobile. 88 A.L.R. 174.

**Novation — assent by third person.** In *North Western Mut. Life Ins. Co. v. Eddleman*, 247 Ky. 116, 87 A.L.R. 276, 56 S. W. (2d) 561, it was held that the mere knowledge of and consent by the creditor to the assumption, in whole or in part, by another of his debtor's obligation to him, will not, standing alone, create a novation so as to release the original debtor, without an additional agreement and consent on the part of the creditor that the arrangement be given that effect.

Annotation: Creditor's knowledge of, or consent to, assumption by third person of debtor's obligation as release of original debtor or extinguishment

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of original debt essential to novation. 87 A.L.R. 281.

**Peddlers — prohibiting house to house canvassing.** In *Town of Green River v. Fuller Brush Co.* 65 F. (2d) 112, 88 A.L.R. 177, it was held that a municipal ordinance prohibiting, under penalty, solicitors and itinerant vendors from making uninvited calls at private residences in pursuit of their occupation, is an appropriate exercise of the police power, and therefore does not deprive such solicitors and vendors of their property without due process of law, or deny the equal protection of the laws.

Annotation: Validity of municipal ordinance declaring nuisance, or otherwise prohibiting or restricting, house to house canvassing by peddlers, itinerant merchants, solicitors, etc. 88 A.L.R. 183.

**Price schedule — condition of license.** In *City of Newnan v. Atlanta Laundries, Inc.* 174 Ga. 99, 87 A.L.R. 507, 162 S. E. 497, it was held that that portion of the ordinance which requires a schedule of prices to be filed as a condition precedent to the issuance of a license is not in conflict with article 1, § 1, ¶ 3, of the state Constitution (Civil Code 1910, § 6359), or with the Fourteenth Amendment to the Constitution of the United States. Where a statute or an ordinance is capable of two constructions, constitutional under one construction and unconstitutional under the other, it is the duty of the court to adopt that construction which will sustain its constitutionality. The city of Newnan contends that the portion of the ordinance in question is not for the purpose of price fixing, but is a means of judging, as a condition precedent to the issuance of the license, whether the applicant is undertaking to engage in unfair competition. The

petitioner contends that it is really the means of fixing prices. The proper construction is that it is not price fixing, and therefore not unconstitutional.

Annotation: Power to require filing of schedule of prices as a condition of license for a business or profession. 87 A.L.R. 519.

**Public money — lending credit by deposit of.** In *Limestone County v. Montgomery*, — Ala. —, 87 A.L.R. 164, 146 So. 607, it was held that a deposit of county funds in a bank, made in good faith, by authority of law, for the convenience of the county and as an economical and safe way of preserving the safety of its funds, is not violative of a constitutional inhibition of lending the public credit, even though the bank agrees to pay interest on daily balances, if such deposit is subject to check at will with no time limit or conditions as to payment.

Annotation: Deposit of public funds in bank as violation of constitutional or statutory provision against lending of public credit or money. 87 A.L.R. 168.

**Restraint of trade — contract not to engage in business.** In *Foxworth-Galbraith Lumber Co. v. Turner*, — Tex. —, 87 A.L.R. 323, 46 S. W. (2d) 663, it was held that a covenant by the seller of a retail lumber and building supply business not to engage therein directly or indirectly in the same town or in any place within a 10-mile radius is violated by soliciting orders and selling to purchasers within such radius from a place of business outside it.

Annotation: Restrictive covenants against conducting business or practicing profession as covering dealings or attempts to deal outside the re-

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stricted district with persons residing within the district. 87 A.L.R. 329.

**Stockbrokers — conversion as extinguishing debt.** In *Otis v. Medoff*, 311 Pa. 62, 87 A.L.R. 582, 166 Atl. 245, it was held that a stockbroker's claim for the recovery of a customer's indebtedness is not extinguished by a conversion of the customer's securities.

Annotation: Conversion by pledgee of subject of pledge as extinguishing pledgeor's entire indebtedness to him. 87 A.L.R. 586.

**Stockbrokers — ratification of wrongful act.** In *Sullivan v. Bennett*, 261 Mich. 232, 87 A.L.R. 791, 246 N. W. 90, it was held that a customer as a matter of law ratifies the failure of a stockbroker to obey his order to sell stock carried for him on margin

where, after learning two days later, through a request for additional margin, that this had not been done, he deposited more stock to his account and merely asked why his instructions had not been carried out.

Annotation: Ratification by customer of stockbroker's wrongful purchase or sale of securities on his account, or failure to comply with instructions. 87 A.L.R. 794.

**Stock exchange — dealings in "when issued stock."** In *Clucas v. Bank of Montclair*, 110 N. J. L. 394, 88 A.L.R. 302, 166 Atl. 311, it was held that under the rules of the New York Curb Exchange, "when issued stock" may be bought and sold in the same manner as issued stock, except that written contracts must be signed by the brokers.

Annotation: Legal aspects of transactions in securities "when is-

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sued" or "when, as and if" issued. 88 A.L.R. 311.

**Surety companies** — *statute as to authority of agents*. In *Parsons v. Federal Realty Corp.* 105 Fla. 105, 88 A.L.R. 275, 143 So. 912, it was held that a statute providing that every person who shall so far represent any surety company established in any other state as to receive or transmit applications for suretyship, or to receive for delivery bonds founded on application forwarded from the state, or otherwise to procure suretyship to be effected by such company upon the bonds of persons or corporations in the state, or upon bonds given to persons or corporations in the state, shall be deemed as acting as agent for such company, operates to create an irrebuttable presumption of authority only in respect to acts within the apparent scope of such agent's authority, and does not preclude the surety company from showing that the execution of a bond in its name by its general agent was without actual authority where the obligee had been informed that special authorization would be necessary and knew that the agent had been endeavoring to obtain it.

Annotation: Statutory declaration that one who does certain prescribed acts for a surety company or an insurance company shall be deemed as acting as its agent as affected by other party's knowledge of, or opportunity to know, limitations of his actual authority. 88 A.L.R. 291.

**Tax deed** — *prima facie evidence of regularity of sale*. In *Johnson v. Lake*, 162 Miss. 227, 88 A.L.R. 262, 139 So. 455, it was held that where municipal tax deed shows on face that sale was not made on day regularly fixed, party claiming thereunder has burden to show that sale was

properly postponed (Code 1930, § 1578).

Annotation: Tax deeds and recitals therein as evidence of regularity of tax proceedings as to advertising and notice of sale, and as to time, manner, and place of sale. 88 A.L.R. 264.

**Trusts** — *approval by court of trustee's investments*. In *Re Will of Ellen Lawson*, — Iowa, —, 88 A.L.R. 316, 244 N. W. 739, it was held that a court order approving a particular investment of trust funds need not, in order to exonerate the trustee from responsibility for loss resulting from the investment, have been procured before the investment was made, where no part of the loss occurred during the interval between the time of the investment and the time of procuring the court's approval, and the facts were fully disclosed to the court.

Annotation: Liability of trustee, guardian, executor, or administrator for loss of funds invested, as affected by order of court authorizing the investment. 88 A.L.R. 325.

**Undertakers** — *establishment as nuisance*. In *Kirk v. Mabis*, — Iowa, —, 87 A.L.R. 1055, 246 N. W. 759, it was held that the business of undertaker, if operated in a proper manner and in a proper location, is not a nuisance per se.

Annotation: Undertaker's establishment as nuisance. 87 A.L.R. 1061.

**Unemployment relief** — *validity of tax for*. In *Jennings v. St. Louis*, — Mo. —, 87 A.L.R. 365, 58 S. W. (2d) 979, it was held that the use of public funds for the relief of able-bodied persons whose inability to support themselves arises from the prevalence of widespread unemployment does not violate a constitutional pro-



## Precedents

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vision that taxes may be levied for public purposes only.

Annotation: Power of state or municipality to appropriate funds or incur indebtedness, in excess of poor fund, for relief of distress due to general unemployment or other unusual conditions. 87 A.L.R. 371.

**Vendor's lien — on realty and personalty.** In *Smith v. Turner*, 248 Ky. 116, 88 A.L.R. 87, 58 S. W. (2d) 258, it was held that a lien may be retained in a deed conveying realty, to secure the purchase price of personal property sold by the vendor to the vendee at the same time.

Annotation: Vendor's or vendee's lien against realty in case of combined sale of realty and personalty. 88 A.L.R. 92.

**Waters — prescriptive right to dam.** In *Drainage Dist. No. 2 of Snohomish County v. City of Everett*, 171 Wash. 471, 88 A.L.R. 123, 18 Pac. (2d) 53, it was held that neither the maintenance for the prescriptive period of a dam impounding the waters of a stream, nor the maintenance for the prescriptive period of drainage ditches by a drainage district organized by lower proprietors sufficient only to take care of the diminished flow, and their enjoyment for such period of the land thus reclaimed, give the drainage district a right to have the condition so created continued for its benefit.

Annotation: Right of riparian landowners to continuance of artificial conditions established above or below their land. 88 A.L.R. 130.

**Drugless Prescription.**—Agitated Caller—"I want something to quiet my nerves."  
Lawyer—"But I'm not a doctor, I'm a lawyer."

"Yes, I know. I want a divorce."

—*London Opinion.*



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Mingle a little folly with your wisdom.—Horace.

**Condition Grave.**—Our contributor received the following reply to a letter seeking to learn the financial status of a person in another city. "Party referred to does not reside here, but is, I am informed, somewhere in California—insolvent beyond all hope of recovery—went bad, very bad, in ———, N. Y., where he was prosperous for a time,—but could not stand the prosperity."

Contributor: Nelson Harris,  
New Haven, Conn.

**The Color Line.**—The plaintiff's deposition was being taken by the defendant's counsel under our practice. The plaintiff was injured by jumping from a bicycle which he was riding when a motor car driven by the defendant cut in front of him and stopped for a traffic light leaving the plaintiff no room to stop his bicycle. The color of the traffic light at the time the defendant cut in became of material importance and among other things the plaintiff was asked, "Are you color blind?" His reply was, "I never knew I was; I got a white woman (wife) anyway."

Contributor: Oliver W. Marvin,  
Portsmouth, N. H.

**Two Good Ones.**—Another contributor writes, "We were recently consulted by a client, relative to the settlement of his father's estate, who informed us that he died 'interstate.'"

"Another Italian client of ours, wishing us to prepare conveyances to his property, in response to our question as to whether it was encumbered, stated that it had a 'billy balloon' (building and loan) mortgage,

and plenty 'excessaments' (assessments) against it."

Contributor: Cyrus W. Lunn,  
Union City, N. J.

**It Ain't Gonna Rain No More.**—The defendant, a negro woman, was on trial in Federal Court for selling liquor (before repeal). She was on the witness stand and was being cross-examined by the United States District Attorney, the following testimony taking place:

D.A.: "Mandy, have you ever been on trial for selling whiskey before?"

Defendant: "Yah suh, I has."

D.A.: "Well, were you acquitted?"

Defendant: "Yah suh, yah suh, I'se done 'quitted. I ain't gonna do it no mo!"

Contributor: Wilbur S. Jones,  
Clerk, Federal Court,  
Eastern District of Arkansas.

**Hot Air Contest.**—Recently an appeal from a ruling of the Pennsylvania State Public Service Commission was being heard by our local Court. As the attorney for the state waxed eloquent, the steam pipes in the court room began to knock worse than a boiler factory. After several moments, the learned attorney for the state stopped, remarking to the Judge that he considered himself a pretty good speaker but he could not compete against that racket. The Judge then called the janitor, inquiring as to the cause of the noise.

Janitor: "Your Honor, I thought it was a little cool in the court room and I turned on the steam."

Judge (smiling): "Turn it off. We have plenty of hot air in this room as it is."

Contributor: William S. Bender,  
Harrisburg, Pa.

**Boils—Internal Rift Results in Infernal Plague.**—Our contributor writes: "Our firm had had to tolerate, of late, a dusky-colored client, an alleged "divine" (?) healer, who has financial and marital troubles with his wife, and because of such disturbance or incompatibility has been a continual caller at our offices seeking to unburden his woes on us. In our request for his address in case correspondence ensued, he gave us one of his letterheads, which read:

'DR. N. BOYLS

Pichic Healing and Infernal Medicine.' We thought this too much. We saw that we had to terminate the relationship of attorney and client lest a 'plague of boils,' similar to the Biblical plagues, beset us."

Contributor: Cooper & Thomas, Indianola, Miss.

**Little Left.**—"I beg you to consider conditions and let this drag a little. Mr. W—— does not have anything but a wife and eight children, and if I were pushed at present, I would have less, but I want to meet all of my obligations, and if given a little more time I will."

Contributor: George S. Aldhizer II, Harrisonburg, Va.

**A Big Bridegroom.**—"Mrs. Elizabeth Overton Dozier, 38 year old society matron of St. Louis, today became the bride of August A. Bush, Inc., at a quiet wedding at the Savoy-Plaza."

Or should the groom have been described as August A. Bush, Ltd.?

Contributor: George M. Dunn, Johnson City, Tenn.

**Installment Sales.**—First Lawyer: "So your new car is all paid for?"

Second Lawyer: "Yes, I'm blowing my own horn now."

**Dangerous Assault.**—The jawbone of an ass is just as dangerous today as a weapon as it was in Samson's day, and it does seem there are more of them.

—Building, Owner, and Manager.

**Aha!**—Lawyer: "Dear, will you please turn off the radio?"

Wife: "But it isn't on, dear. Now, as I was saying."—*Capper's Weekly*.

**A Word to the Sapien.**—Taxes will tumble when taxpayers take a tumble.

—*Kansas City Realtor*.

**The Other Receives a Bill.**—"What is the difference between a client and a customer?"

"A customer pays cash on the spot."

—*Building Owner and Manager*.

**Pass the Jack-knife.**—The original "home-loan bank" was the one that held baby's pennies.—*Cincinnati Enquirer*.

**Feels His Importance.**—There was serious rioting in a certain Texas town, and the mayor wired to the governor for Texas rangers to quell the disturbance. When the next train arrived from the capital, one ranger stepped off.

"Where is the rest of your outfit?" demanded the mayor.

"The rest?" replied the ranger. "You ain't got but one riot, have you?"

—*Lawyer and Banker*.

**Followed the Prescription.**—Police-Sergeant—"It's a case of larceny, isn't it, sir?"

Doctor—"Er—not exactly, sergeant. You see, I told him to take something warm immediately, and as he went out he took my overcoat."—*The Humorist (London)*.

**On de Ole Cape Cod Plantation.**—A man in a Boston court spoke a language none of thirty interpreters could understand. We'll bet it was Negro dialect as written by Yankee authors.

—*Mobile Register*.

**Excused.**—Office boy: "I'm sorry I'm late but I had a nasty fall."

Boss: "Where did you fall?"

Office Boy: "Well, the alarm clock woke me, but I fell asleep again."

**Ouch!**—And it's our opinion that banking in this country will never be safe until somebody invents a burglar alarm that will ring every time the directors are in session.

—*Judge*.

**A Typographical Error.**—The Fairmont, Mich., Sentinel has been having the

average newspaper's luck in making errors. Here's what its editor says:

"Confound those linotype space bands. They are always slipping in the wrong place in the line, making nonsense out of sense if undetected. To those not of the craft it may be explained that a space band is the dingus on a typesetting machine that makes the space between the words. Well, the yarn is this: This writer dashed off something about our good governor, saying how well he was 'serving the masses.' The space band slipped and the printed line said 'serving them asses,' and Tommy reading proof, thought it was all right, let it go."

**Live Licenses.**—Dog Catcher: "Do your dogs have licenses?"

Small Boy: "Yes, sir, they are just covered with 'em."—*Dixie Dog News*.

**Balancing His Budget.**—"No, your honor," said the prisoner, "I was certainly not drunk, tho I may have been intoxicated."

"Well," said the magistrate, "I intended to fine you twenty shillings, but in view of your explanation I make it a pound."

—*Irish Times*.

**Arabian Nights Book-keeping.**—"Finance requires genius," said the admiring associate.

"It does," answered Mr. Dustin Stax, "but there must be discrimination as to the kind of genius. It's a mistake to work on a ledger in a way that makes it only a fascinating work of fiction."

—*Washington Evening Star*.

**Heartfelt Eloquence.**—Henry—"Did you-all evah speak befo' a large audience, Gawge?"

Gawge—"Ah 'low ah did, once, yow-sah."

Henry—"What did you-all say?"

Gawge—"Ah said 'Not guilty.'"

—*Farm Journal*.

**Easy Catch.**—There had been a family row and the wife was haled into court on the charge of assault.

Magistrate—"Why did you bite your husband's mother?"

Culprit—" 'Twas 'is fault, your worship. 'E was always throwin' 'er in my teeth."

—*Cape Argus*.



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**Budding Buffalo Bill.**—A hard-driving taxi-driver ignored a red signal, threatened the traffic policeman's knees, missed the street island by a hair, and lightly grazed a bus, all in one dash.

The policeman hailed him, then strolled over to the taxi, pulling a big handkerchief from his pocket en route.

"Listen, cowboy!" he growled. "On yer way back I'll drop this and see if you can pick it up with yer teeth."—*Legion Weekly*.

**Real Sleuths.**—"What happened when the police searched your house?"

"It was fine! The police found the front-door key which my wife had hidden, a penny stamp I lost weeks ago, and four collar studs."—*Fliegende Blaetter*.

**He Had Good Teeth.**—Wife—"But I enclosed a small file in that last pie I sent you, Bert."

Convict—"That's your blinkin' pastry again, Liz. I didn't notice it!"—*Humorist*.

**Or What Have You?**—Traffic Cop: "Here, let me see your license."

Motorist: "Marriage, owner's, driver's, camper's, hunting, fishing, dog or pistol? Mary, open the license trunk."

# COUCH

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**Deserves a Bouquet.**—The absent-minded lawyer was busy in his study. "Have you seen this?" said his wife, entering. "There's a report in the paper of your death."

"Is that so?" returned the lawyer without looking up. "We must remember to send a wreath."—*Montreal Star*.

**Pole-Vaulting Also N. G.**—"Convicts should be allowed to go in for all kinds of athletics," we read. With the possible exception of cross-country running.

—*The Humorist (London)*.

**He Spoke Out of Turn.**—The trial of David Lawrence, Okolona, Mississippi, Negro, for manslaughter, had come to an end, and Judge Pegren had sent the jury out to try for a verdict. An hour and one-half passed, and the jury had not returned. Lawrence, who had pleaded not guilty, asked to see the judge. "I want to plead guilty, Judge," he said, fearing a sentence of death otherwise. The judge accepted the plea and sentenced Lawrence to 7½ years in prison. A few moments afterward the jury filed in and announced a verdict of not guilty. But the judge's sentence will stand.

—*Wall Street Journal*.

### Depression Cheer.

My grandad watched the world's worn cogs  
And vowed things are "going to the dogs."  
His grandad, in his house of logs,  
Said, "Things are going to the dogs."  
His ancestors in the Flemish bogs,  
Said, "Things are going to the dogs."  
The caveman, in his queer skin togs,  
Said, "Things are going to the dogs."  
But this is what I wish to state,  
The dogs have had an awful wait.

—*Building Owner and Manager*.

**Spilling the Beans.**—A man was a witness in a hog-stealing case. He seemed to be stretching a point or two in favor of the accused, and the prosecuting attorney roared:

"Do you know the nature of an oath?"

"Sure."

"Do you know you are not to bear false witness against your neighbor?"

"I'm not bearin' false witness agin him, I'm bearin' false witness for him."

—*Philadelphia Bulletin*.

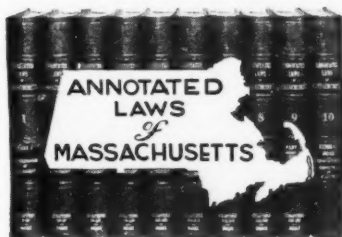
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**California and Oregon  
Weather**

In *Judson v. Bee Hive Auto Service Co.* — Or. —, — A.L.R. —, 297 Pac. 1050. Blet J., in delivering the opinion of the court in distinguishing between an inference and a presumption said: "If you look through a window and see some one carrying a raised umbrella you might reasonably infer that it is raining, but there would be no presumption that it is raining." To which his colleague Kelly J. specially concurring very wittily replies: "The distinguished and lovable jurist, who has written the opinion of the court in this case, has had his eyes upon our sister state to the south of us. This is shown by his extensive citations of cases from that great commonwealth. In the opinion of the writer, this accounts for his untenable illustration of an inference that, when you look through the window and see some one carrying a raised umbrella, you may reasonably infer that it is raining. That may be based upon sad experience in California with its 'unusual' weather, but in the glorious climate of Oregon, with its winters of golden sunshine and its summer of shimmering sheen, the only reasonable inference would be that the one carrying the umbrella is a visitor shielding himself from the unexpected effulgence of the sun. At any rate, if the question to be decided is whether it is raining or not, when only the general use of raised umbrellas is shown, the matter should be submitted to the jury; but, if thereafter uncontradicted testimony is introduced that the sun was shining with dazzling brilliance, the court should withdraw the question from the jury."

**True Blue.**

A sign over a law office is said to read—Blue and Blewer.

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